

EXHIBIT 15

RESOLUTION AGREEMENT

This Resolution Agreement (this "Agreement") is made as of this 5th day of May, 2020 (the "Effective Date") by and between **Dream Medical Group, LLC** and **Joseph A. Agresti**, individually ("Buyer") and **Old South Trading Co., LLC** and **Brendan Church**, individually (jointly and severally herein the "Seller").

RECITALS

- A. One or more of those persons comprising Buyer and Seller entered into that certain Purchase Order dated on or around April 16, 2020 whereby Seller agreed to procure and provide to Buyer 5,000,000 Moway KN95 masks on or before April 30, 2020 (the "Order").
- B. Seller failed to fulfil the Order by the April 30, 2020 deadline as it was obligated to do.
- C. Seller's failure threatens to cause Buyer to violate its contractual obligation to the State of Louisiana to fulfill one or more purchase orders and, as a result, cause significant financial harm to Buyer.
- D. The parties now desire to enter into this Agreement as a resolution to Seller's failure to perform its obligations under the Order.

Now, therefore, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1 Resolution.

1. **Yiwu Masks.** Seller shall deliver to Buyer 2,030,000 Yiwu masks meeting the specifications attached hereto as Exhibit L.1. Seller will deliver such masks on or before May 7, 2020 to Buyer at 7720 Opportunity Drive, Fort Wayne, Indiana 46825 Attn: Ted Biddle (260-410-4389). Upon departure from Los Angeles, CA in strict compliance with the foregoing, Buyer shall pay to Seller the sum of \$4,567,500 (\$2.25 per mask).

2. **Moway Masks.** Moway masks meeting the specifications described on Exhibit 1.2 attached hereto shall be delivered by Seller to Buyer as follows:

- 2.1. 2,240,000 shall be delivered to a location in Baton Rouge, Louisiana determined by Buyer no later than 12:00 p.m. (Baton Rouge, La time) on or before May 11, 2020;
- 2.2. 760,000 shall be delivered to a location in Baton Rouge, Louisiana determined by Buyer no later than 12:00 p.m. (Baton Rouge, La time) on or before May 15, 2020; provided, however, that on or before 5:00 pm on

May 13, 2020. Buyer may direct that this shipment be delivered to an alternative location within the United States. Upon delivery of the shipment described in this subparagraph and provided Seller has not defaulted in performing any of its obligations under this Agreement, Buyer shall deliver to Seller 50,000 of these Moway masks to a location within the continental United States, at no cost to replenish masks previously borrowed from Seller.

3. **Option Purchase.** Buyer shall have the option, exercisable in its discretion, to either (a) accept delivery of 2,000,000 additional Moway masks to be delivered on or before May 15, 2020 to its location described in 1.1 above or an alternative location in the United States, or (b) receive a payment from Seller, via wire transfer, of \$5,500,000 which payment to be delivered to Buyer on or before May 18, 2020 pursuant to instructions provided by Buyer.

4. **Payment for Moway.** Seller acknowledges that Buyer previously paid to Seller \$11,500,000 in connection with the unfilled Order. Provided Seller has not defaulted under the terms of this Agreement, upon delivery of the Moway masks as provided in strict accordance with Section 1.1 and 1.2 above (and in the event Buyer elects option (a) under 1.3), Buyer's payment for such masks shall be via a credit against the initial \$11,500,000 balance.

Section 2 Miscellaneous.

2.1 **Non-Waiver.** No waiver by a party of any default by the other party or any of such other party's obligations, agreements or covenants herein shall be a waiver of any subsequent default or of any obligation, agreement or covenant, nor shall any forbearance by a party to seek a remedy for any default by the defaulting party be a waiver by the non-defaulting party of any rights and remedies with respect to such or any subsequent default.

2.2 **Notices.** All notices and other communications hereunder (hereinafter collectively referred to as "notices") required to be given or which may be given hereunder shall be in writing and shall be by (a) national prepaid overnight delivery service, or (b) electronic mail transmissions (followed with "hard" copy sent by national prepaid overnight delivery service), directed to the addresses set forth below. Either party may designate, by notice given to the other in accordance with the terms of this Section, additional or substitute parties or addresses to which notices should be sent hereunder:

If to Buyer:

Joseph A. Agresti

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first set forth above.

BUYER:

Dream Medical Group, LLC

By: 

Name: Joseph A. Agresti

Its: Manager


Joseph A. Agresti, individually

SELLER:

Old South Trading Co., LLC

By: 

Name: Brendan Church

Its: 

Brendan Church, individually